

EXHIBIT A

SCOPE OF WORK

Services

Consultant shall provide to Delphi the following Services:

Consultant will work part-time for 12 months with the Respiratory Business Segment to facilitate the technical development of their respiratory drug delivery product under the direction of the Program Manager and Project Lead Engineer. Specifically, the consultant shall provide technical expertise and guidance with respect to the use of ultrasonic technology in the generation of drug particles to be delivered to the patient via the lung. In addition, consultant will research and advise upon supplier options for any piezo crystals used to generate the ultrasonic waves in the product.

Fee Schedule

1. Delphi shall pay to Consultant the compensation and fees as detailed below:
Hourly rate of \$145/hr. Travel time will be billed as one hour of consulting time for every two hours of travel time. Travel time shall be comprised of "door to door" travel time, whether to the Delphi location or to a local hotel, and the return time. Standby time, such as waiting time at hotel, evening hours, etc., is not billable. **All travel arrangements must have prior written approval by the Delphi Medical Systems Project Manager prior to booking.** All direct travel costs (airfare, hotel, car rental, and parking) shall be reimbursable upon submission of bona fide copies of receipts.

Such payments shall be made pursuant to Delphi's standard accounting procedure and policies.

2. Each month, Consultant shall submit to Delphi (via the Delphi Medical Systems Project Manager) sufficient documentation of Consultant's Services, including time records, receipts and other records usually maintained by similar consultants in the industry.

3. Delphi will reimburse Consultant for all reasonable expenses for travel, meals, accommodations and incidentals ("Travel Expenses") pursuant to Delphi policy outlined on Exhibit C, provided that Consultant obtains prior written approval from Delphi before incurring any single Travel Expense exceeding **[One Thousand Two Hundred Dollars (\$1,200)]** or a combination of monthly Travel Expenses exceeding **[Five Thousand Dollars (\$5,000)]**. All other expenses incurred by Consultant in connection with the performance of his duties and obligations under this Agreement shall be the responsibility of Consultant.]